

Department of Administrative Services - State Accounting Enterprise

Section PRE-AUDIT	Procedure No. 240.102	Page No. 1 of 13	Effective Date January 1, 2004 Pg. Revised 11/26/08
Subject MISCELLANEOUS –SERVICES CONTRACTING			

I. Services Contracts Defined:

Services contracts are contracts entered into by a state department to aid it in carrying out its programs and to provide specialized services through an independent contractor qualified by education, experience and/or technical ability. Services contracts may be with individuals, partnerships, firms, corporations or other business entities.

“Service or services” means work performed for a department or establishment or for its clients by a service provider and includes, but is not limited to:

- a. Professional or technical expertise provided by a consultant, advisor or other technical or service provider to accomplish a specific study, review, project, task, or other work as described in the scope of work. By way of example and not by limitation, these services may include the following: accounting services, appraisal services, analysis and assessment of processes, programs fiscal impact compliance, systems and the like, auditing services, communications, peer reviewers, attorneys, financial advisors, expert witnesses for litigation, architectural services, information technology consulting services, investment advisors and managers, marketing services, policy development and recommendations, program development, public involvement services and strategies, research services, scientific and related technical services, software development and system design, underwriters, physicians, pharmacists, engineers, and architects; or
- b. Services provided by a vendor to accomplish routine functions. These services contribute to the day-to-day operations of state government. By way of example and not by limitation, these services may include the following: ambulance service, aerial surveys, aerial mapping and seeding, charter service, boiler testing, bookkeeping service, building alarm systems service and repair, commercial laundry service, communications systems installations servicing and repair, court reporting and transcription services, engraving service, equipment or machine installation, preventive maintenance, inspection, calibration and repair, heating ventilation and air conditioning (HVAC) system maintenance service, janitorial service, painting inside and outside, pest weed control service, grounds maintenance, mowing, parking lot sweeping and snow removal service, towing service, translation services, and travel service.

“Service contract” means a contract for a service or services where the predominant factor, thrust, and purpose of the contract as reasonably stated is for the provision or rendering of services. Where there is a mixed contract for goods and services, and the predominant factor, thrust and purpose of the contract as reasonably stated is for the provision or rendering of services with goods incidentally involved, a service contract exists and these rules apply. “Service contract” includes grants when the predominant factor, thrust, and purpose of the contract memorializing the grant is for the provision or rendering of services.

II. Policy Statement and Purpose:

- a. It is the policy of the State of Iowa that the expenditure of public funds for service contractors shall, insofar as practicable, is done through an open, competitive process.
- b. This policy is to be used when determining the Employer/Employee Relationships, and working with the PCQ, SS-8 and payment processes.
- c. Contracts between state departments, political subdivisions of the State of Iowa, federal government agencies, another state government or a political subdivision thereof are exempt from the PCQ process (see 11 IAC 106.4).

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- d. Contracts with a Corporation, with a signed W9 attached to the claim, are exempt from the PCQ process.
- e. Contracts under \$1,000.00 (plus allowable expenses) are exempt from the PCQ process.

III. Basic Contracting Procedures:

- a. Procurement of services, which are information technology related, requires review and approval by the DAS-Information Technology Enterprise (DAS-ITE) prior to contacting potential contractors or solicitation of services. (See Iowa Code Chapter 8A.207)
- b. DAS-GSE Administrative Rules Chapters 12 and 13.

IV Determination of Employer/Employee Relationship, PCQ, SS-8:

- (1) Prior to signing a contract, DAS-SAE-Daily Processing personnel must make a determination as to whether or not the contractor has an employer/employee relationship with the State. Contracts that create an employer/employee relationship are not allowed. See section IV. (7.), if an employer/employee relationship exists.

Prior to signing a contract, the department must review the VCUST (Vendor Customer Table) that is a part of the Iowa statewide accounting system (I/3). When DAS-SAE has reviewed and determined that no employer/employee relationship with the state exists, SAE will enter the SAE CONTROL # in the SAE Control # field on the VCUST table.

If an individual (using a social security number or a tax identification number) or a company has the SAE Control # field populated, enter the SAE Control # on the Pre-Contract Questionnaire and complete other department actions on the contract.

- (2) If the individual or company does not have an SAE Control #, then PRIOR to signing the contract the department MUST prepare and submit the original Pre-Contract Questionnaire (see page 6 for a sample form), the completed Internal Revenue Service (IRS) form SS-8, if not contracting with a corporation (see pages 7-11 for a sample form or pages 12-13 for a sample short form), and the proposed, unsigned contract to DAS-SAE-Daily Processing.
- (3) When contracting with a corporation, you may send to DAS-SAE the PCQ to obtain the SAE Control #, OR, in place of the PCQ attach an original signed W9 to the claim and send the document to DAS-SAE, attention PCQ coordinator, to add the SAE Control # to the VCUST table and write the SAE Control # on the payment claim, OR, to save time, you may attach the original signed W9 to the claim, and send a photocopy of the claim and W9 to DAS-SAE-attention PCQ coordinator to add the SAE Control # to the VCUST table. For future payments to this vendor, you will need to look at the VCUST table to get the SAE Control # to write on future claims for payment.

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- (4) If contracting with a group of individuals who will perform essentially the same function for the State and who will have essentially the same working relationship with the State, only one form SS-8 need be prepared. In preparing a "generic" SS-8, a statement must be attached outlining the estimated number of individuals per contract period. If the generic SS-8 must be later modified, then a new generic SS-8 must be processed through DAS-SAE-Daily Processing for approval.
- (5) If the contract is between the department and an individual, and the service is to be performed in three (3) days or less and sufficient evidence can be presented as part of the Pre-Contract Questionnaire or attachments so that DAS-SAE-Daily Processing can ascertain that no employer/employee relationship exists, no SS-8 need be completed.
- (6) In addition to the SS-8, a recap of the Twenty Common Law Factors used by the IRS to determine the presence of an employer/employee relationship is attached for guidance (see page 5).
- (7) If the contracting department has not pre-determined the existence of an employer/employee relationship and the contractor does not have the SAE Control #, then the completed SS-8 if not contracting with a corporation, along with the proposed, unsigned contract, must be attached to the Pre-Contract Questionnaire when it is submitted to DAS-SAE-Daily Processing. In certain instances, the contractor may be required to complete IRS form W-9, Request for Taxpayer Identification Number Certification.

DAS-SAE-Daily Processing will review the proposed, unsigned contract to determine if an employee/employer relationship will exist. If, after review of the Pre-Contract Questionnaire and supporting documents, DAS-SAE-Daily Processing concludes that an employer/employee relationship will exist, the department must either select another contractor that will meet the independent contractor test or use the State's third party contract with Temporary Staffing Services to pay the contractor.

- (8) After DAS-SAE review, the Pre-Contract Questionnaire and supporting materials will be returned.
- (9) Contracted services are not to be performed until all signatures are obtained and distribution of contract copies is made to the parties.
- (10) The contract should specify a starting and ending date. You should not enter into a service contract for a period of longer than six years (including extensions) unless you get a waiver of the duration limitation from the Director of the DAS-GSE. See 11 IAC 106.11.
- (11) Contracts should include a termination clause including a non-appropriation clause. Service contracts may cross biennial and fiscal year lines, and, when they do the contract should specifically include a non-appropriation provision.

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- (12) Create a sufficient number of copies of the contract so that the state department maintains a copy for its file, a copy can be sent to the DAS-SAE-Daily Processing when the first invoice is remitted for payment, and a copy for the contractor.

V. Contract Payments:

- (1) The payment voucher (GAX or PRC) or the first payment in a series requires:
- A. a copy of the original contract signed by both parties
 - B. a copy of the completed signed Pre-Contract Questionnaire (PCQ) with the SAE Control #.
 - C. a copy of the Report of Sole Source Procurement if applicable (DAS-GSE form)
 - D. a copy of the Report of Emergency Procurement if applicable (DAS-GSE form)
 - E. the original invoice or original claimant signature.
- (2) Subsequent payments shall include the following information on the voucher:
- A. The number of payments processed in contract sequence.
 - B. The document number and date the initial claim of this contract series was processed through I/3. (The initial claim of the series will have the contract attached.)
 - C. Original invoice or claimant signature.
- (3) Amended contract payment vouchers:
- A. Attach a copy of the signed amendment.
 - B. Amended PCQ, only if the Employer/Employee relationship changed.
 - C. Make a reference to the document number and paid date of the first payment voucher.
 - D. On any subsequent payments reference the document number and paid date where the amendments are attached.
- (4) Object Codes:
Proper object codes shall be used. When paying attorneys use: 2462 Legal Fees, 2553 Adult Contract Legal Fees, 2554 Juvenile Contract Legal Fees. For other contractual services use the proper object code found on I/3 on the OBJ table.
- (5) Expense Reimbursements:
When part of the contract includes specifically reimbursing individuals for expenses, the reimbursement shall not exceed the limits established for board and commission members (see DAS-SAE-Daily Processing Procedures #210.245 (3) and 210.305). It is the department's responsibility to ensure the appropriate rates are written into the contracts.
- (6) Payment vouchers for contracts with individuals must contain the Taxpayer Identification Number (TIN).
- (7) When payment is made on a PRC where a DAS-GSE contract is referenced, the department is responsible for the PCQ and the department should attach the Pre-Contract Questionnaire referencing the SAE Control #.

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- (8) Contracts in which the dollar amount is unknown, such as when payment is based on a percent of recoveries, certain generic contracts, etc., **MUST** have the Pre-Contract Questionnaire and the contract signed by the department director, or designee.
- (9) Advance Payments:
See procedure 230.550 #2.g. (1)

VII. Twenty Common Law Factors

(For use in determining the existence of an employer/employee relationship.)

- A. Indicators of control by employer
 - 1. Set hours of work
 - 2. Full-time work requirement
 - 3. Set order or sequence of work
 - 4. Oral or written reports required
- B. Other indicators of employer/employee relationship
 - 5. Personal service required
 - 6. Hiring, supervising, and paying helpers
 - 7. Payment of business or travel expense
 - 8. Work performed on employer's premises
 - 9. Furnishing of tools and materials
- C. Indicators common to independent contractors
 - 10. Significant investment
 - 11. Realization of profit or risk of loss
 - 12. Work performed for more than one firm
 - 13. Services made available to the public
- D. Strong indicator of employer/employee relationship
 - 14. Continuing work relationship
 - 15. Paid by hour, week, month, or piece-work
 - 16. Right to discharge
 - 17. Right to terminate
- E. Indicators of control by employer
 - 18. Training provided
 - 19. Instructions given
 - 20. Integration

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SERVICES PRE-CONTRACT QUESTIONNAIRE

Prepare and submit this form prior to entering into a Services Contract. If the Contractor is listed on the VCUST with the SAE Control Number under Organization, then enter the SAE Control Number from VCUST in the space below and submit this form with the first invoice for payment.

1. Department _____

Contact _____ Phone _____ FAX _____

2. Contractor _____

Federal Tax ID or Social Security Number _____

Address: _____

3. Contracted Service/Product _____

4. Contract Period: From _____ To: _____

5. Contract Cost \$ _____ Source of Funds _____ State _____ Fed _____

Accounting Codes

Fund	Department	Organization	Sub-Organization	Object
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6. ☐ NEW CONTRACT ☐ AMENDED CONTRACT ☐ PREVIOUS CONTRACT Date _____

For Department's Use

(Attach form SS-8 if not contracting with a corporation)

Sole Source? ☐ Yes ☐ No

Employer/Employee Relationship? ☐ Yes ☐ No

(If yes, attach PCQ and signed contract, & forward to DAS-SAE)

Generic Contract Number _____

SAE Control Number _____

For Dept of Administrative Services Use

Signature of Department Director or Designee _____

Employer/Employee Relationship? ☐ Yes ☐ No

Typed Name _____

Title _____

Signature _____

Date _____

Date _____

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Form **SS-8** (Rev. 1-2001)

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Part I Behavioral Control

- 1 What specific training and/or instruction is the worker given by the firm?
- 2 How does the worker receive work assignments?
- 3 Who determines the methods by which the assignments are performed?
- 4 Who is the worker required to contact if problems or complaints arise and who is responsible for their resolution?
- 5 What types of reports are required from the worker? Attach examples.
- 6 Describe the worker's daily routine (i.e., schedule, hours, etc.).
- 7 At what location(s) does the worker perform services (e.g., firm's premises, own shop or office, home, customer's location, etc.)?
- 8 Describe any meetings the worker is required to attend and any penalties for not attending (e.g., sales meetings, monthly meetings, staff meetings, etc.).
- 9 Is the worker required to provide the services personally? ☐ Yes ☐ No
- 10 If substitutes or helpers are needed, who hires them?
- 11 If the worker hires the substitutes or helpers, is approval required? ☐ Yes ☐ No
If "Yes," by whom?
- 12 Who pays the substitutes or helpers?
- 13 Is the worker reimbursed if the worker pays the substitutes or helpers? ☐ Yes ☐ No
If "Yes," by whom?

Part II Financial Control

- 1 List the supplies, equipment, materials, and property provided by each party:
The firm
The worker
Other party
- 2 Does the worker lease equipment? ☐ Yes ☐ No
If "Yes," what are the terms of the lease? (Attach a copy or explanatory statement.)
- 3 What expenses are incurred by the worker in the performance of services for the firm?
- 4 Specify which, if any, expenses are reimbursed by:
The firm
Other party
- 5 Type of pay the worker receives: ☐ Salary ☐ Commission ☐ Hourly Wage ☐ Piece Work
☐ Lump Sum ☐ Other (specify)
If type of pay is commission, and the firm guarantees a minimum amount of pay, specify amount \$
- 6 If the worker is paid by a firm other than the one listed on this form for these services, enter name, address, and employer identification number of the payer.
- 7 Is the worker allowed a drawing account for advances? ☐ Yes ☐ No
If "Yes," how often?
- Specify any restrictions.
- 8 Whom does the customer pay? ☐ Firm ☐ Worker
If worker, does the worker pay the total amount to the firm? ☐ Yes ☐ No If "No," explain.
- 9 Does the firm carry worker's compensation insurance on the worker? ☐ Yes ☐ No
- 10 What economic loss or financial risk, if any, can the worker incur beyond the normal loss of salary (e.g., loss or damage of equipment, material, etc.)?

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Part III Relationship of the Worker and Firm

- 1 List the benefits available to the worker (e.g., paid vacations, sick pay, pensions, bonuses). _____
- 2 Can the relationship be terminated by either party without incurring liability or penalty? ☐ Yes ☐ No
If "No," explain your answer. _____
- 3 Does the worker perform similar services for others? ☐ Yes ☐ No
If "Yes," is the worker required to get approval from the firm? ☐ Yes ☐ No
- 4 Describe any agreements prohibiting competition between the worker and the firm while the worker is performing services or during any later period. Attach any available documentation. _____
- 5 Is the worker a member of a union? ☐ Yes ☐ No
- 6 What type of advertising, if any, does the worker do (e.g., a business listing in a directory, business cards, etc.)? Provide copies, if applicable. _____
- 7 If the worker assembles or processes a product at home, who provides the materials and instructions or pattern? _____
- 8 What does the worker do with the finished product (e.g., return it to the firm, provide it to another party, or sell it)? _____
- 9 How does the firm represent the worker to its customers (e.g., employee, partner, representative, or contractor)? _____
- 10 If the worker no longer performs services for the firm, how did the relationship end? _____

Part IV For Service Providers or Salespersons—Complete this part if the worker provided a service directly to customers or is a salesperson.

- 1 What are the worker's responsibilities in soliciting new customers? _____
- 2 Who provides the worker with leads to prospective customers? _____
- 3 Describe any reporting requirements pertaining to the leads. _____
- 4 What terms and conditions of sale, if any, are required by the firm? _____
- 5 Are orders submitted to and subject to approval by the firm? ☐ Yes ☐ No
- 6 Who determines the worker's territory? _____
- 7 Did the worker pay for the privilege of serving customers on the route or in the territory? ☐ Yes ☐ No
If "Yes," whom did the worker pay? _____
If "Yes," how much did the worker pay? _____ \$
- 8 Where does the worker sell the product (e.g., in a home, retail establishment, etc.)? _____
- 9 List the product and/or services distributed by the worker (e.g., meat, vegetables, fruit, bakery products, beverages, or laundry or dry cleaning services). If more than one type of product and/or service is distributed, specify the principal one. _____
- 10 Does the worker sell life insurance full time? ☐ Yes ☐ No
- 11 Does the worker sell other types of insurance for the firm? ☐ Yes ☐ No
If "Yes," enter the percentage of the worker's total working time spent in selling other types of insurance. _____ %
- 12 If the worker solicits orders from wholesalers, retailers, contractors, or operators of hotels, restaurants, or other similar establishments, enter the percentage of the worker's time spent in the solicitation. _____ %
- 13 Is the merchandise purchased by the customers for resale or use in their business operations? ☐ Yes ☐ No
Describe the merchandise and state whether it is equipment installed on the customers' premises. _____

Part V Signature (see page 4)

Under penalties of perjury, I declare that I have examined this request, including accompanying documents, and to the best of my knowledge and belief, the facts presented are true, correct, and complete.

Signature ► _____ Title ► _____ Date ► _____
(Type or print name below)

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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose

Firms and workers file Form SS-8 to request a determination of the status of a worker for purposes of Federal employment taxes and income tax withholding.

A Form SS-8 determination may be requested only in order to resolve Federal tax matters. The taxpayer requesting a determination must file an income tax return for the years under consideration before a determination can be issued. If Form SS-8 is submitted for a tax year for which the statute of limitations on the tax return has expired, a determination letter will not be issued. The statute of limitations expires 3 years from the due date of the tax return or the date filed, whichever is later.

The IRS does not issue a determination letter for proposed transactions or on hypothetical situations. We may, however, issue an information letter when it is considered appropriate.

Definition

Firm. For the purposes of this form, the term "firm" means any individual, business enterprise, organization, state, or other entity for which a worker has performed services. The firm may or may not have paid the worker directly for these services. **If the firm was not responsible for payment for services, please be sure to complete question 6 in Part II of Form SS-8.**

The SS-8 Determination Process

The IRS will acknowledge the receipt of your Form SS-8. Because there are usually two (or more) parties who could be affected by a determination of employment status, the IRS attempts to get information from all parties involved by sending those parties blank Forms SS-8 for completion. The case will be assigned to a technician who will review the facts, apply the law, and render a decision. The technician may ask for additional information before rendering a decision. The IRS will generally issue a formal determination to the firm or payer (if that is a different entity), and will send a copy to the worker. A determination letter applies only to a worker (or a class of workers) requesting it, and the decision is binding on the IRS. In certain cases, a formal determination will not be issued; instead, an information letter may be issued. Although an information letter is advisory only and is not binding on the IRS, it may be used to assist the worker to fulfill his or her Federal tax obligations. This process takes approximately 120 days.

Neither the SS-8 determination process nor the review of any records in connection with the determination constitutes an examination (audit) of any Federal tax return. If the periods under consideration have previously been examined, the SS-8 determination process will not constitute a reexamination under IRS reopening procedures. Because this is not an examination of any Federal tax return, the appeal rights available in connection with an examination do not apply to an SS-8 determination. However, if you disagree with a determination and you have additional information concerning the work relationship that you believe was not previously considered, you may request that the determining office reconsider the determination.

Completing Form SS-8

Please answer all questions as completely as possible. Attach additional sheets if you need more space. Provide information for all years the worker provided services for the firm. Determinations are based on the entire relationship between the firm and the worker.

Additional copies of this form may be obtained by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

Fee

There is no fee for requesting an SS-8 determination letter.

Signature

The Form SS-8 must be signed and dated by the taxpayer. A stamped signature will not be accepted.

The person who signs for a corporation must be an officer of the corporation who has personal knowledge of the facts. If the corporation is a member of an affiliated group filing a consolidated return, it must be signed by an officer of the common parent of the group.

The person signing for a trust, partnership, or limited liability company must be, respectively, a trustee, general partner, or member-manager who has personal knowledge of the facts.

Where To File

Send the completed Form SS-8 to the address listed below for the firm's location. However, for cases involving Federal agencies, send the form to the Internal Revenue Service, Attn: CC:CORP:T:C, Ben Franklin Station, P.O. Box 7604, Washington, DC 20044.

Firm's location:

Send to:

Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wisconsin, Wyoming, American Samoa, Guam, Puerto Rico, U.S. Virgin Islands

Internal Revenue Service
SS-8 Determinations
P.O. Box 1231
Stop 4106 AUCSC
Austin, TX 78767

Alabama, Connecticut, Delaware, District of Columbia, Florida, Georgia, Indiana, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Mississippi, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, all other locations not listed

Internal Revenue Service
SS-8 Determinations
40 Lakemont Road
Newport, VT 05855-1555

Instructions for Workers

If you are requesting a determination for more than one firm, complete a separate Form SS-8 for each firm.



Form SS-8 is not a claim for refund of social security and Medicare taxes or Federal income tax withholding.

If you are found to be an employee, you are responsible for filing an amended return for any corrections related to this decision. A determination that a worker is an employee does not necessarily reduce any current or prior tax liability. For more information, call 1-800-829-1040.

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Time for filing a claim for refund. Generally, you must file your claim for a credit or refund within 3 years from the date your original return was filed or within 2 years from the date the tax was paid, whichever is later.

Form SS-8 does not prevent the expiration of the time in which a claim for a refund must be filed. If you are concerned about a refund, and the statute of limitations for filing a claim for refund for the year(s) at issue has not yet expired, you should file **Form 1040X**, Amended U.S. Individual Income Tax Return, to protect your statute of limitations. File a separate Form 1040X for each year.

On the Form 1040X you file, do not complete lines 1 through 24 on the form. Write "Protective Claim" at the top of the form, sign and date it. In addition, you should enter the following statement in Part II, Explanation of Changes to Income, Deductions, and Credits: "Filed Form SS-8 with the Internal Revenue Service Office in (Austin, TX; Newport, VT; or Washington, DC; as appropriate). By filing this protective claim, I reserve the right to file a claim for any refund that may be due after a determination of my employment tax status has been completed."

Filing Form SS-8 does not alter the requirement to timely file an income tax return. Do not delay filing your tax return in anticipation of an answer to your SS-8 request. You must file an income tax return for related tax years before a determination can be issued. In addition, if applicable, do not delay in responding to a request for payment while waiting for a determination of your worker status.

Instructions for Firms

If a **worker** has requested a determination of his or her status while working for you, you will receive a request from the IRS to complete a Form SS-8. In cases of this type, the IRS usually gives each party an opportunity to present a statement of the facts because any decision will affect the employment tax status of the parties. Failure to respond to this request will not prevent the IRS from issuing an information letter to the worker based on the information he or she has made available so that the worker may fulfill his or her Federal tax obligations. However, the information that you provide is extremely valuable in determining the status of the worker.

If **you** are requesting a determination for a particular class of worker, complete the form for **one** individual who is representative of the class of workers whose status is in question. If you want a written determination for more than one class of workers, complete a separate Form SS-8 for one worker from each class whose status is typical of that class. A written determination for any worker will apply to other workers of the same class if the facts are not materially different for these workers. Please provide a list of names and addresses of all workers potentially affected by this determination.

If you have a reasonable basis for not treating a worker as an employee, you may be relieved from having to pay employment taxes for that worker under section 530 of the 1978 Revenue Act. However, this relief provision cannot be considered in conjunction with a Form SS-8 determination because the determination does not constitute an examination of any tax return. For more information regarding section 530 of the 1978 Revenue Act and to determine if you qualify for relief under this section, you may visit the IRS Web Site at www.irs.gov.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. This information will be used to determine the employment status of the worker(s) described on the form. Subtitle C, Employment Taxes, of the Internal Revenue Code imposes employment taxes on wages. Sections 3121(d), 3306(a), and 3401(c) and (d) and the related regulations define employee and employer for purposes of employment taxes imposed under Subtitle C. Section 6001 authorizes the IRS to request information needed to determine if a worker(s) or firm is subject to these taxes. Section 6109 requires you to provide your taxpayer identification number. Neither workers nor firms are required to request a status determination, but if you choose to do so, you must provide the information requested on this form. Failure to provide the requested information may prevent us from making a status determination. If any worker or the firm has requested a status determination, and you are being asked to provide information for use in that determination, you are not required to provide the requested information. However, failure to provide such information will prevent the IRS from considering it in making the status determination. Providing false or fraudulent information may subject you to penalties. Routine uses of this information include providing it to the Department of Justice for use in civil and criminal litigation, to the Social Security Administration for the administration of social security programs, and to cities, states, and the District of Columbia for the administration of their tax laws. We may also provide this information to the affected worker(s) or the firm as part of the status determination process.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is: **Recordkeeping**, 22 hrs.; **Learning about the law or the form**, 47 min.; and **Preparing and sending the form to the IRS**, 1 hr., 11 min. If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the tax form to this address. Instead, see **Where To File** on page 4.



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Subject MISCELLANEOUS – SERVICE CONTRACTING			

QUESTIONS TO BE COMPLETED WITH PRE-CONTRACT QUESTIONNAIRE (Substitute SS-8)

1. Describe the work to be done by the contractor.
2. Does the contractor receive any training from the department/agency? ☐ YES ☐ NO
If yes, what kind of training.
3. Who determines the methods by which assignments are performed?
4. Describe the contractor's daily routine. (e.g., schedule, hours, etc.)
5. What types of reports are required from the contractor? (e.g., progress/status reports, time sheets, etc.)
6. How often does the contractor report to the State Agency?
7. Will the contractor perform the service personally? ☐ YES ☐ NO
8. List the supplies, equipment, materials, and property provided by each party:
 - a. The State Department/Agency?
 - b. The Contractor?

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9. What expenses are incurred by the contractor in the performance of service for the State Department/Agency?

a. Is the contractor reimbursed for any of these expenses? ☐ Yes ☐ No

10. Type of Pay the contractor receives:

☐ Salary ☐ Commission ☐ Hourly Wage
☐ Piece work ☐ Lump Sum ☐ Other (specify)

11. Can the contractor incur a loss in the performance of the service for the State Department/Agency?

☐ Yes ☐ No

12. Does the contractor have a financial investment in a business related to the service performed?

☐ Yes ☐ No

13. Can the relationship be terminated by either party without incurring liability or penalty?

☐ Yes ☐ No

If "No", please explain

14. Does the contractor perform similar service for others?

☐ Yes ☐ No

a. If "Yes", is the contractor required to get approval from the State Department/Agency?

☐ Yes ☐ No

15. What type of advertising, if any, does the contractor do (e.g., a business listing in a directory, business cards, etc.).

Signature (by person filling out this form)

Under penalties of perjury, I declare that I have examined this request, including accompanying documents, and to the best of my knowledge and belief, the facts presented are true, correct, and complete.

Signature

Title

Date